

3

FIRST AMENDMENT TO OIL, GAS AND MINERAL LEASE

This First Amendment to Oil, Gas and Mineral Lease ("First Amendment") is made and entered into effective the 21 day of July, 2008, by and between PRESBYTERIAN NIGHT SHELTER OF TARRANT COUNTY, INC., a Texas non-profit corporation ("Lessor") and Chesapeake Exploration, L.L.C., an Oklahoma limited liability company ("Lessee").

RECITALS

A. Lessor, as lessor, and Four Sevens Resources Co., Ltd., as lessee, entered into that certain Oil, Gas and Mineral Lease dated December 7, 2006 (the "Mineral Lease"), covering, among other property, that real property located in the City of Fort Worth, Tarrant County, Texas, being described as follows: Lots 1, 2, 3, 4, Block 90, the Texas and Pacific Railway Company Addition, an Addition to the City of Fort Worth, Texas, according to plat and dedication recorded in Volume 63, Page 107, Plat Records, Tarrant County, Texas, and the east one-half of Oak Street as abandoned in City Ordinance recorded in Volume 2282, Page 291, Real Property Records, Tarrant County, Texas (the "Property").

B. Four Sevens Resources Co., Ltd. has assigned all of its right, title and interest in the Mineral Lease to Lessee.

C. Lessor and Lessee desire to amend the Mineral Lease with respect to the Property, as hereinafter set forth.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES, the mutual covenants and agreements contained therein and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by the parties hereto, Lessor and Lessee do hereby agree as follows:

1. The Mineral Lease is hereby amended to provide that any subsurface or directional drilling conducted by Lessee through the Property will be conducted at a depth of not less than two thousand six hundred and forty (2640') below the surface of the Property.
2. Lessor warrants and represents to Lessee that (i) Lessor has not assigned any of its right, title or interest in the Mineral Lease, (ii) Lessor has not encumbered its interest in the Mineral Lease, and (iii) no approval from any third party is necessary to enable Lessor to enter into this First Amendment and when executed by Lessor and Lessee, this First Amendment will be binding upon Lessor.
3. Lessee warrants and represents to Lessor that (i) Lessee is the owner of all of the lessee's right, title and interest in the Mineral Lease (ii) Lessee

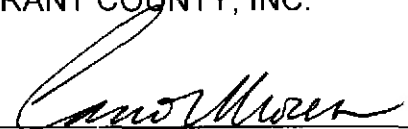
has not encumbered its interest in the Mineral Lease, and (iii) no approval from any third party is necessary to enable Lessee to enter into this First Amendment and when executed by Lessor and Lessee, this First Amendment will be binding upon Lessee.

4. This First Amendment affects the Property only and does not affect any of the other properties covered by the Mineral Lease.
5. This First Amendment will be binding upon Lessor and Lessee and their respective successors and assigns.
6. The Mineral Lease stated the name of the Lessor to be "Presbyterian Night Shelter, Inc." when, in fact, the correct name of the Lessor is Presbyterian Night Shelter of Tarrant County, Inc., and Lessor hereby ratifies the Mineral Lease.

EXECUTED effective the date written above.

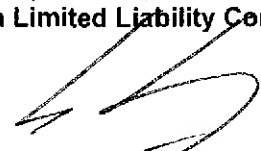
LESSOR

PRESBYTERIAN NIGHT SHELTER
OF TARRANT COUNTY, INC.

By: 
Printer Name: Carol Knox
Title: Executive Director

Lessee:

**Chesapeake Exploration, L.L.C.,
An Oklahoma Limited Liability Company**

By: 
Henry J. Hood, Sr. Vice President –
Land and Legal & General Counsel

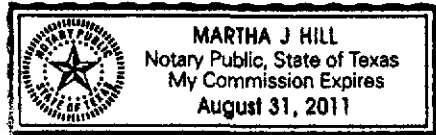
TRP

THE STATE OF TEXAS

COUNTY OF TARRANT

§
§
§

This instrument was acknowledged before me on the 21st day of JULY, 2008, by CAROL KLOCEK, E.P. of Presbyterian Night Shelter of Tarrant County, Inc., a Texas non-profit corporation on behalf of said corporation.



M. J. Hill
Notary Public - State of Texas
My commission expires: AUGUST 31, 2011

ACKNOWLEDGMENT

STATE OF OKLAHOMA

§
§
§

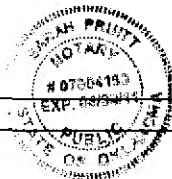
COUNTY OF OKLAHOMA

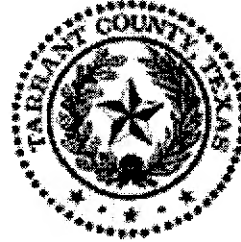
July Before me, the undersigned, a Notary Public in and for said County and State, on this 16 day of June, 2008, personally appeared Henry J. Hood, Senior Vice President - Land and Legal & General Counsel of **Chesapeake Exploration L.L.C.**, an Oklahoma Limited Liability Company, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

[Signature]
Notary Public

My Commission Expires: _____
My Commission Number: _____





MCDONALD SANDERS
777 MAIN STREET SUITE 1300

FT WORTH TX 76102

Submitter: MCDONALD & SANDERS

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 01/13/2009 11:06 AM
Instrument # D209009039
LSE 4 PGS \$24.00

By: _____



D209009039

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: MV